

*Build the Best. Be the Best.*



March 19, 2015

Department of Transportation  
Office Engineer, MS43  
1727 30<sup>th</sup> Street  
Sacramento, CA 95816-7005  
Faxed to: (916) 227-6282

Flatiron West, Inc.  
2100 Goodyear Rd  
Benicia, CA 94510  
707 742 6000 MAIN  
707 746 0849 FAX  
[www.flatironcorp.com](http://www.flatironcorp.com)

**RE: Flatiron West Inc. Bid on Contract 04-235624**

**Subject: Subcontractor List Form Clerical Error  
Route 101 Palo Alto  
Contract 04-235624**

Ladies and Gentlemen:

In accordance with Public Contract Code 4107.5, Flatiron West, Inc. ("Flatiron") requests to assert a claim of inadvertent clerical error/clarification of the electronic subcontractor list form included with our bid on March 18, 2015 for the Route 101 Palo Alto Oregon Expressway Overcrossing, Contract 04-235624.

The following clerical error took place on our electronic subcontractor list form:

- In an effort to be proactive with the new electronic sublisting format folders, we pre-populated bid item numbers and bid item descriptions in anticipation of the sub bids we expected to receive from confirmed subcontractors. Sublisting entry 19 was pre-populated with 17 bid items we anticipated they would bid. Chrisp Company did not provide a bid for item 5, in fact they excluded Traffic Control in their quote (copy attached). Item 5, Traffic Control percentage, was left blank as Chrisp Company is not doing any of that work. After review of the sublisting we realize it would be more clear if we had removed item 5 and the traffic control description from the sub listing.

We apologize for any confusion that this inadvertent clerical error in our sublisting may have caused. This clerical error in no way changes our bid.

Please let us know if you have any questions in regard to this matter.

Thank you.

Michael Costa,  
District Manager and Attorney in Fact for Flatiron West Inc.  
**FLATIRON WEST, INC.**

Attachments: Chrisp Company Quote  
POA for Michael Costa

Aaron Patton Fax: (844) 656-2397

To:

Fax: +1 (707) 746-1603

Page 1 of 2 03/18/2015 8:56 AM

**Chrisp Company**

Fremont Office  
43650 Osgood Rd  
Fremont CA 94539  
Phone: (510) 656-2840 Fax: (510) 656-2397

Contractors License No. 374600

DIR Registration No. 100000306  
A General Engineering  
C-13 Fence, Wire, wood  
C-32 Highway Improvement

Union Contractor / No minority Status

27

TOTAL LSS  
\$ 155,444

Don

**Quotation**

TO: for the intended use of the General Contractor

Phone: ( ) - Fax ( ) -

Current Date: 3/17/2015  
Bid Date: 3/18/2015  
Job Name: 04-SCI, SM-101-52.0/52.6, 0.0/0.6  
Location: PALO ALTO Bid#: 21568 0  
Contract#: 04-235624 Job#:   
Working Days:

Liquidated Damages

Contact email:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
001	LEAD COMPLIANCE PLAN (FOR TRAFFIC STRIPE REMOVAL ONLY)	1	LS	1500.00	\$1,500.00
032	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	10900	LF	0.800	\$8,720.00
039	REMOVE PAINTED TRAFFIC STRIPE	37600	LF	0.350	\$13,160.00
040	REMOVE PAINTED PAVEMENT MARKING	880	SF	2.000	\$1,760.00
041	REMOVE THERMOPLASTIC TRAFFIC STRIPE	27400	LF	0.400	\$10,960.00
042	REMOVE THERMOPLASTIC PAVEMENT	200	SF	2.000	\$400.00
043	REMOVE PAVEMENT MARKER	13100	EA	1.000	\$13,100.00
145	4" THERMOPLASTIC TRAFFIC STRIPE	50700	LF	0.500	\$25,350.00
146	8" THERMOPLASTIC TRAFFIC STRIPE	1880	LF	1.000	\$1,880.00
147	8" THERMOPLASTIC TRAFFIC STRIPE (BROKEN	5370	LF	0.900	\$4,833.00
148	THERMOPLASTIC PAVEMENT MARKING	200	SF	8.000	\$1,600.00
149	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN	780	LF	0.350	\$273.00
150	PAINT TRAFFIC STRIPE (1-COAT)	57300	LF	0.300	\$17,190.00
151	PAINT PAVEMENT MARKING (1-COAT)	880	SF	1.600	\$1,408.00
152	PAVEMENT MARKER (NON-REFLECTIVE)	9320	EA	2.000	\$18,640.00
153	PAVEMENT MARKER (RETROREFLECTIVE)	3890	EA	3.000	\$11,670.00
162	PARTIAL ITEM: MOBILIZATION FOR CHRISP CO.	1	LS	23000.000	\$23,000.00
	<b>Subtotal</b>				\$155,444.00
	<b>TOTAL</b>				\$155,444.00

Notes

EXCLUDE TRAFFIC CONTROL  
GENERAL TO PROVIDE TRAFFIC CONTROL FOR CHRISP COMPANY AT NO COST  
8 SHIFTS TOTAL REQUIRED FOR TEMPORARY STAGE STRIPE AND REMOVAL  
STAGE 1 - 3 = 2 SHIFTS EACH  
STAGE 4 & 5 = 1 SHIFT EACH  
2 SHIFTS TOTAL REQUIRED FOR PERMANENT DELINEATION

10 SHIFTS

Written Authorization is Required Prior to Proceeding with Work

ACCEPTED BY: P.O. Number  
TITLE: Job Number

Bond Rate 1.2% Addendum 1-3

This quote Includes all stipulations found on page 2

QUOTE PREPARED BY David Morris  
(510) 719-6453  
dmorris@chrispco.com  
CHRISP COMPANY

**Chrisp Company**

Fremont Office  
43650 Osgood Rd  
Fremont CA 94539  
Phone: (510) 656-2840 Fax: (510) 656-2397

Contractors License No. 374600

DIR Registration No. 1000000306

A General Engineering

C-13 Fence, Wire, wood

C-32 Highway Improvement

## Quotation

Union Contractor / No minority Status

# COMMENTS, EXCLUSIONS, AND STIPULATIONS

The following stipulations are hereby incorporated into and made part of the quotation from Chrisp co. dated March 17, 2015 for the following project

## 04-SCL,SM-101-52.0/52.6, 0.0/0.6 (REBID)

- NO RETENTION TO BE TAKEN ON CONTRACTS LESS THAN \$5,000.00
- Move- In(s) included. Additional Move- Ins \$2,600.00
- Chrisp Company reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date
- Clean, clear and unobstructed access required for Chrisp Co. work
- Final PAY QTYS presented by owner MUST be agreed by Chrisp Co.
- Changeable Message board if required to be provided by General Contractor for Chrisp Co. Use at no Charge to Chrisp Co.
- EXCLUDE: Traffic Control Plan
- EXCLUDE: Fire Lane Striping and Signage
- EXCLUDE: Seal Coat
- EXCLUDE: Removal of Concrete Curing Material prior to PAINT / THERMOPLASTIC / PAVEMENT MARKER
- Contractor is to Provide Stockpile Location for Striping Removal Debris.
- EXCLUDE: Red-Lined As-Built Drawings
- Traffic Control IS NOT Included for Chrisp Company Forces
- After receiving contract 10 working days written notice required prior to scheduling of work
- All night lights required are to be supplied by general contractor
- EXCLUDE: Construction Area Signs
- Chrisp Co. will remove contractors short term temporary markers (Floppys) placed for lanellines and centerlines only (no edgelines or shoulders). No Tape removal. Short Term Temporary markers are to be placed so that striping may be placed before removal of markers.
- This quotation excludes Primary Liability Insurance greater than \$2,000,000.
- This quotation excludes all work associated with the project SWPP and WPCP.
- This quotation Excludes furnishing or placing ALL signage for advance posting of ramp closures / detours for our operations.
- This quotation Excludes furnishing or placing ALL detour signage for our operations.
- EXCLUDE: Encroachment Permit (if required to be provided at No Cost to Chrisp Company)
- EXCLUDE: ALL Safety Training, Badging and Orientation (To be paid at time and material Cal-Trans rates)
- Mobilization & Traffic Control Items shall not be adjusted for decreases in the work
- Mobilization & Traffic Control Items shall be adjusted for increases in the work
- Prime Contractor to provide Chrisp Company with a secure area for temporary storage of all Hazardous stripe removal debris on the jobsite.
- Prime contractor to provide disposal area & dispose of all Non-hazardous stripe & marker debris. Disposal area to be on jobsite.
- EXCLUDE: Maintenance of temporary delineation i.e. temporary paint, temporary tape, channelizers, etc...
- ALL Bid items shall NOT be adjusted or removed without written / or verbal permission.

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That, the undersigned represents and warrants that he is authorized to execute this Power of Attorney on behalf of the entity described; and

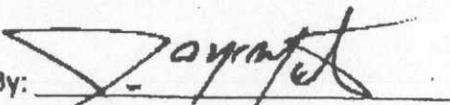
That, FLATIRON WEST, INC., a Delaware Corporation (the "Company"), does hereby designate, constitute, and appoint MICHAEL COSTA as its true and lawful Attorney-in-Fact with power and authority to represent and bind the Company in all acts necessary or desirable including, but not limited to authority to sign, initial, execute, and deliver statements of qualification, bids, proposals, contracts, and other documents or instruments, on behalf of the Company relating to projects of, or pursued by the Company, and business in the ordinary course of the Company; ratifying and confirming all that MICHAEL COSTA, as said attorney, shall lawfully have done or will do or shall cause to be done by virtue of this Power of Attorney.

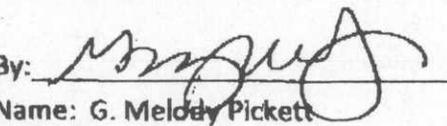
PROVIDED, HOWEVER, that the foregoing appointment of MICHAEL COSTA as above specified, is hereby specifically made subject to revocation or amendment thereof as may hereafter be made by the Company, which revocation or amendment shall not be effective until notice hereof has been delivered to MICHAEL COSTA.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed on behalf of the Flatiron West, Inc. by its duly authorized officer this 25<sup>th</sup> day of June 2014.

ATTEST:

FLATIRON WEST, INC.

By:   
Name: James McMaster

By:   
Name: G. Melday Pickett  
Its: Secretary

[Acknowledgement page follows]

**ALL-PURPOSE ACKNOWLEDGMENT**

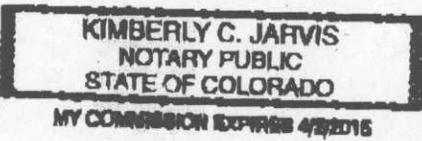
STATE OF COLORADO     }  
  }ss  
COUNTY OF WELD         }

On this 25<sup>th</sup> day of June, 2014 before me Kimberly C. Jarvis (notary public), personally appeared G. Melody Pickett, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Kimberly C. Jarvis*  
(notary public)



My Commission Expires: 04/02/2015

OPTIONAL

**Description of Attached Document**

Title or Type of Document: Power of Attorney – Michael Costa

Date of Document 06/25/2014                      Number of Pages 3

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
FLATIRON CONSTRUCTION CORP.**

**Effective January 25, 2013**

The undersigned, being all of the members of the Board of Directors (the "Board") of Flatiron Construction Corp., a Delaware corporation (the "Corporation"), pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, do hereby waive all notice of the time, place and purposes of a meeting of the Board and do hereby consent to and adopt the resolutions set forth below to have the same force and effect as a unanimous vote of all of the directors of the Corporation at a duly-convened meeting of the Board called and held for the purpose of acting upon proposals to adopt such resolutions.

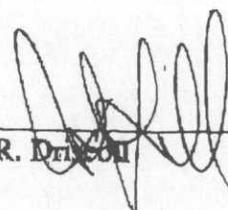
**RESOLVED**, that **John A. DiCiurcio** and **G. Melody Pickett** are each hereby appointed as General Power of Attorney for the Corporation with independent power and authority to delegate in writing and grant Power of Attorney to other employees or agents of the Corporation or its subsidiary companies as authority to represent and bind the Corporation in all matters including authority to sign, initial, execute, and deliver on behalf of the Corporation all proposals and related documents and contracts related to projects authorized by the Corporation and perform any and all acts necessary or desirable on behalf of the Corporation; ratifying and confirming all that **John A. DiCiurcio** or **G. Melody Pickett**, as said attorney, shall lawfully do or cause to be done by virtue hereof.

**PROVIDED, HOWEVER**, that the foregoing appointments of **John A. DiCiurcio** and **G. Melody Pickett**, as above specified, are hereby specifically made subject to revocation or amendment thereof as may hereafter be made by the Corporation, which revocation or amendment shall not be effective until notice hereof has been delivered by the Corporation to **John A. DiCiurcio** and **G. Melody Pickett**.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Written Consent effective as of the date set forth above.

DIRECTORS:

  
Blair A. Brandon

  
Paul R. Driscoll



**Date** March 19, 2015  
2:17:50 PM

**Pages Including Cover Page** 7

**TO:** Caltrans  
Office Engineer

**ATTN:** Awards Unit

Electronic Sublisting  
Clerical Error

**FROM:** Lillian Simon  
Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, California 94510  
USA

**Email** lisimon@flatironcorp.com

**Phone** 707-742-6053

**Fax** 707-746-0849

**Phone** 916-227-6280

**Fax** 916-227-6282

**RE:** Contract 04-235624

**REMARKS:**  Urgent  For your review  Reply ASAP  Please Comment

Please email or call to confirm receipt of the attached clerical error letter.

Thank you,

Lillian Simon  
Estimating Administrator